

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JOHN T. CORPAC, an individual; on behalf of
himself and all others similarly situated,

Plaintiffs,

vs.

RUBIN & ROTHMAN, LLC, a New York
Limited Liability Company; and JOHN AND
JANE DOES NUMBERS 1 THROUGH 25,

Defendants.

CASE NO.: 2:10-cv-04165-ADS-ETB

**PLAINTIFF’S SUR-REPLY IN FURTHER
OPPOSITION TO PATRICK SEJOUR’S
AMENDED OBJECTIONS
[DOCS. 86 & 94]**

COMES NOW Plaintiff, JOHN T. CORPAC (“Plaintiff”) and Defendant, RUBIN & ROTHMAN, LLC (“Defendant”) (collectively referred to hereinafter as “Parties”) who respectfully submit this sur-reply in response to the Reply Brief [Doc. 94], and in further opposition to the Amended Objections, Patrick Sejour (“Objector”) [Doc. 86]. For the reasons set forth below, the Court should overrule the Objector’s Amended Objections and set a schedule for distributing notice to the class and a date for the final fairness hearing.

RELEVANT PROCEDURAL HISTORY

On August 9, 2013, the Objector’s filed a reply brief in further support of his Amended Objections to the proposed class settlement, which was preliminarily approved by this Court on April 20, 2013 (Doc. 75). [Doc. 94]. In his reply brief, the Objector improperly raised new arguments based upon a letter he received from the Legal Aid Society of New York [Doc. 94 at pgs. 1 & 4; Doc. 94-1 at ¶3, Exh. A], and further raised new arguments that “a de minimis recovery serves as grounds for denying class certification in FDCPA cases” citing new case law to support the proposition [Doc. 94 at pg. 4].

On August 12, the Parties' filed a joint request for leave to file a sur-reply to the Objector's foregoing new arguments raised for the first time in his reply brief [Doc. 95], which the Objector opposed [Doc. 96]. On March 1, 2014, the Court granted the Parties' joint request for a sur-reply. [Doc. 98].

ARGUMENT

A. The Legal Aid Society's Rejection of the Proposed Cy Pres Award

One term of the Parties' Class Settlement Agreement was the *cy pres* distribution of funds to a non-profit, consumer protection organization – the New York Legal Aid Society (“Legal Aid Society”).

1. The Cy Pres Recipient is not a Material Term of the Settlement

While the Legal Aid Society has stated it will reject any *cy pres* funds, an intended recipient's rejection of a *cy pres* award is not a material term of the settlement agreement and does not extinguish the appropriateness of a *cy pres* distribution of class settlement funds to a non-profit, consumer protection agency. The Court may substitute any other non-profit, consumer protection agency as the *cy pres* recipient in lieu of the Legal Aid Society without affecting the material terms of the settlement agreement in any way. *See, e.g. Mace v. Van Ru Credit Corp.*, 109 F.3d 338 (*cy pres* distribution to a project designed to benefit class members is appropriate); *In re Airline Ticket Com'n Antitrust Litigation*, 307 F.3d 679 (8th Cir. 2002)(a *cy pres* distribution of funds is appropriately made to fund that legitimately has the objective underlying the lawsuit).

2. Objector's Attorney, Mr. Bromberg, Failed to Disclose That One of His Close Family Members is Employed by the Legal Aid Society

The Objector failed to disclose in his Reply Brief that a Legal Aid Society staff attorney, Nicole Valerie Bromberg, and Objector's attorney, Mr. Bromberg, are/were married to one another.

See *New York State Attorney Directory*; Nicole Valerie Bromberg, *Legal Aid Society*, which is attached hereto as ***Exhibit A***.

While the actual recipient of the *cy pres* award is not a material term of the settlement agreement, adding to the meritless objection is the fact that the very agency rejecting the *cy pres* award directly benefits Objector's attorney by rejecting the award.

3. The Legal Aid Society Failed to Inform this Court of Its Recent – and Contradictory – Acceptance of the Exact Type of *Cy Pres* Award that It Now Rejects

The Legal Aid Society filed its August 5, 2013 letter informing the court that it had “serious concerns” regarding the “fairness and adequacy” of the settlement because the class members received “no monetary benefit” while the attorneys received their attorney's fees. [Doc. 94-1, Ex. A]. However, on July 9, 2013, less than one month before penning its August 2013 letter rejecting the Parties herein *cy pres* award due to “concerns” over fairness to the class, the Legal Aid Society was awarded a *cy pres* award in a different class action settlement that is on all-fours with the settlement terms in this case and yet it happily accepted the award without objection. Attached hereto as ***Exhibit B*** is a true and correct copy of the Final Approval Order entered in the matter of *Zirogiannis, et al. v. Mel. S. Harris and Associates*, E.D.N.Y. Case No. 2:12-cv-00680 (July 9, 2012), wherein (like this case) the defendant law firm debt collector had a de minimis net worth, no distribution was made to any class member, class members received direct mail notice of the settlement with an opportunity to opt-out of the settlement, the attorneys were awarded legal fees (\$40,000), and 100% of the class damages were awarded to a *cy pres* recipient – **the same one as this case, Legal Aid Society**.

As such, the Legal Aid Society's rejection of a charitable reward in this instance, which is likely in conflict with its non-profit charter and stated purpose, raises serious questions of a conflict of interest, or possibly collusion, between the Legal Aid Society and Objector. In any event, this conflict of interest makes Legal Aid Society's rejection of the *cy pres* award even less consequential

and the Parties, therefore, urge the Court to substitute another non-profit, consumer protection entity as recipient of the proposed *cy pres* award.

B. A Defendant's De Minimis Net Worth is Irrelevant to Superiority of a Class Action Settlement

In his Reply Brief, the Objector argues that a class action settlement is inappropriate because of Defendant's de minimis net worth. In so arguing, the Objector's counsel, Mr. Bromberg, directly contradicts the very arguments he made before this very same presiding judge, the Honorable Aarthur D. Spatt, in this very Court, and perhaps most ironically -- in support of his motion for class certification on April 1, 2013. Attached hereto as ***Exhibit C*** is Mr. Bromberg's "Reply Memorandum of Law in Further Support of Class Certification," which he submitted to this Court on April 1, 2013, in the matter of *Annunziato v. Collecto, Inc.*, 12-cv-03609 (E.D.N.Y. 2013), which was a mere 2 ½ months before he filed the Objector's Amended Objections to the Parties' Class Settlement in this case.

Indeed, in his Reply Brief in Support of Class Certification in *Annunziato*, Mr. Bromberg richly argues a defendant's de minimis net worth:

"does not defeat 'superiority.' And (sic) even if it were true, it has nothing to do with whether a class action is the superior method to prosecute the [] claims of the class members. Class actions may properly be certified against defendants with low or negative net worth. *See Wise v. Cavalry Portfolio Servs., LLC*, 2010 U.S. Dist. LEXIS 96038, at *19-22 (D. Conn. Sept. 15, 2010); *Kalish v. Karp & Kalamotousakis, LLP*, 246 F.R.D. 461 (S.D.N.Y. 2007); *Lemire v. Wolpoff & Abramson, LLP*, 256 F.R.D. 321, 331 (D. Conn. 2009)."

[*See, Exhibit C* at § 1, ¶1]. On August 9, 2013, this Court rendered its decision in *Annunziato* – which is the same day Mr. Bromberg filed the Objector's Reply Brief raising his new objections based on "de minimis recovery" – holding that Mr. Bromberg's argument was correct that a defendant's "de minimus worth" is irrelevant to the propriety of class settlement ***and granted his motion for class***

certification. *Annunziato v. Collecto, Inc.*, 293 F.R.D. 329, 340 (E.D.N.Y. 2013). Consequently, the Parties herein adopt Mr. Bromberg's enunciated arguments in support of class certification in *Annunziato* regarding the propriety of a class settlement irrespective of defendant's de minimis net worth [*Id.*] and this Court's decision granting class certification in that case.

CONCLUSION

Based on the foregoing facts and arguments, the Parties respectfully submit that the Objector has failed to offer grounds sufficient to support his serial objections and, therefore, the Parties respectfully request the Court deny his Objections and set a schedule for distributing notice to the class and a date for the final fairness hearing.

Respectfully submitted this 21st Day of March 2014.

s/ William F. Horn

William F. Horn, Esq. (WH-1070)

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Fresh Meadows, NY 11365

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E-Mail: bill@wfhlegal.com

*Attorney for Plaintiff, John T. Corpac, and all
others similarly situated*

EXHIBIT “A”

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JEANETTE ZIROGIANNIS, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

MEL S. HARRIS AND ASSOCIATES LLC, a
New York Limited Liability Company,

Defendant.

CASE NO.: 2:12-cv-00680-JFB-ARL

FINAL APPROVAL ORDER

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JUL 09 2013 ★

LONG ISLAND OFFICE

Upon consideration of the Parties' request for final approval of the Class Settlement Agreement ("Agreement") between Plaintiff, JEANETTE ZIROGIANNIS ("Plaintiff"), individually, and as representative of the class of persons defined below ("Settlement Class"), and Defendant, MEL S. HARRIS & ASSOCIATES, LLC ("Defendant"), the Court orders and finds as follows:

1. This Court has jurisdiction over the subject matter of this lawsuit, Plaintiff, Settlement Class members, and Defendant.

2. The following Settlement Class is certified pursuant to Fed. R. Civ. P. 23(b)(3):

(a) All persons with addresses in the State of New York (b) to whom Defendant mailed a collection letter in the form attached as Exhibit A to Plaintiff's amended complaint (c) that states Defendant is not permitted to help the person save money if they fail to call Defendant within ten days after receipt of the letter (d) made in connection with Defendant's attempt to collect a debt (e) during a period beginning on February 10, 2011, and ending on May 28, 2012.

3. Based on the Parties' stipulations: (A) the Settlement Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Settlement Class members, and

included whether or not Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* by sending standardized collection letters to the Plaintiff and Settlement Class Members which letters contained alleged false, deceptive, and misleading statements to consumers that they must call Defendant within ten days after receipt of the letter to qualify for a reduced monetary settlement of their debt, and that if they fail to do so Defendant would no longer be permitted to help the consumer save money; (C) the claim of Plaintiff is typical of the Settlement Class Members' claims; (D) Plaintiff is an appropriate and adequate representative for the Class and her attorneys, William F. Horn and Robert L. Arleo, are hereby appointed as Class Counsel; and (E) a class action is the superior method for the fair and efficient adjudication of the claims of the Settlement Class members.

4. The Court approved a form of notice for mailing to the Settlement Class. The Court is informed that actual notice was sent by first class mail to 7,175 Settlement Class members by First Class, Inc., the third-party settlement administrator. A total of 790 notices were returned by the United States Postal Service as undeliverable with no forwarding address or further information; there were also a total of 75 notices returned by the United States Postal Service, which were successfully re-mailed. A list of the 790 Settlement Class members whose notices were returned as undeliverable is attached hereto as Exhibit A.

5. A total of 8 Settlement Class members requested exclusion from the settlement, and a list of these Settlement Class members is attached hereto as Exhibit B.

6. No objections were filed or received.

7. On May 3, 2013, the Court held a fairness hearing to which Settlement Class members, including any with objections, were invited. No objections were made at the fairness hearing.

8. Excluded from the Settlement Class are those persons identified in Exhibit A who did not receive notice of the settlement, and also excluded are those persons identified in Exhibit B hereto who timely and validly requested exclusion.

9. The Court finds that provisions for notice to the class satisfy the requirements due process pursuant to the Federal Rules of Civil Procedure, including Rule 23, the United States Constitution and any other applicable law.

10. The Court finds that the settlement is fair, reasonable, and adequate and hereby finally approves the Agreement submitted by the Parties, including the Release and payments by Defendant. Upon the Effective Date, as that term is defined in the Agreement, Defendant shall make the following payments:

- (a) Defendant will create a class settlement fund of \$5,508.09 ("Class Recovery"), which Settlement Class Counsel shall distribute to the Legal Aid Society of New York as a *cypres* payment.
- (b) Defendant shall pay Plaintiff \$2,500.00.
- (c) Defendant shall pay Class Counsel's attorneys' fees and costs in the amount of \$40,000.00. Class Counsel shall not request additional fees or costs from Defendant or the Settlement Class members.

11. Upon the Effective Date, as that term is defined in the Agreement, the following releases shall become effective:

- (a) Plaintiff, including each and every one of her respective agents, representatives, attorneys, heirs, assigns, or any other person acting on her behalf or for her benefit, and any person claiming through her (collectively "Releasers"), releases and discharges Defendant, as well as its parent corporations, predecessors and successors in interest and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, attorneys, or assigns, (in their respective capacities as officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, attorneys, or assigns for Defendant) (collectively, "Released Parties"), from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time which Releaser now has

or ever had against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from matters that occurred from the beginning of time up through the Effective Date. Without limiting the generality of the foregoing, Releasors release Released Parties of all claims that were made or that could have been made in this lawsuit including all claims relating to Defendant's collection activity.

- (b) Each member of the Settlement Class whose name does not appear on the list attached hereto as Exhibit A or Exhibit B releases and discharges the RELEASED PARTIES of all causes of action, suits, liability and claims including the payment of attorney's fees and costs arising from or relating to Defendant's written communication attached as Exhibit A to Plaintiff's First Amended Complaint (Doc. 13).
- (c) The releases above do not release any defense Plaintiff and each Settlement Class member may have with respect to the underlying debts which Defendant was attempting to collect, including, but not limited to (i) whether any debt is in fact owed, (ii) the crediting of payments on any debt, or (iii) the proper reporting of any debts to credit bureaus.
- (d) The releases above do not release Defendant's claims, if any, against Plaintiff or any member of the Settlement Class for payment of their debts. The underlying debts Defendant sought to collect are not affected by the settlement. The settlement does not prevent Defendant from continuing its attempts, if any, to collect the debts allegedly owed by the Settlement Class Members.

12. The Court finds the Agreement is fair and made in good faith.

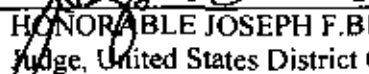
13. The terms of the Agreement are incorporated into this Order. This Order shall operate as a final judgment and dismissal without prejudice of the claims in this action.

14. The Court finds, in accordance with Fed. R. Civ. P. 54(b), that there is no just reason for delay of enforcement of, or appeal from, this Order.

15. The Court retains exclusive jurisdiction to enforce the terms and provisions of the Agreement and this Order.

16. The Parties are hereby ordered to comply with the terms of the Agreement and this Order.

IT IS SO ORDERED:



HONORABLE JOSEPH F. BIANCO
Judge, United States District Court

Dated: July 9, 2013

EXHIBIT “A”

NAME	ADDRESS	CITY	STATE	ZIP
MICHEAL MOSCATT	365 W 25TH ST	NEW YORK	NY	10001-5803
YAN F NI	229 CHRYSTIE ST	NEW YORK	NY	10002-1164
GUO P LIN	125 ALLEN ST	NEW YORK	NY	10002-3050
AH A GAN	170 HENRY ST APT 1A	NEW YORK	NY	10002-6421
EUGENE LUNING	18 MONROE ST	NEW YORK	NY	10002-7686
CARLOS RAMOS	950 E 4TH WALK	NEW YORK	NY	10009-7106
JIMMIE STEPHENS	212 E 26TH ST	NEW YORK	NY	10010-2418
YONG K CHEN	583 AVENUE OF THE AMERICAS	NEW YORK	NY	10011-2004
CHRISTIAN H ZIBACH	258 W 22ND ST APT 4B	NEW YORK	NY	10011-2761
IRIS ROSADO	400 W 17TH ST	NEW YORK	NY	10011-5809
SHAINA N WYCHE	220 W 14TH ST APT 5C	NEW YORK	NY	10011-7242
PABLO O PROTTI	64 THOMPSON ST APT 7	NEW YORK	NY	10012-4316
LUCIEN ROBLIN	76 MADISON AVE APT 6A	NEW YORK	NY	10016-8725
ATSUSHI TAKEKOSHI	151 E 31ST ST APT 15E	NEW YORK	NY	10016-9504
OSAMU SHIMA	108 W 39TH ST	NEW YORK	NY	10018-3814
VIVIANA VANREL	520 W 56TH ST	NEW YORK	NY	10019-3547
EVELYN SEGARRA	500 W 56TH ST	NEW YORK	NY	10019-3583
LEANDRO LOPEZ	765 9TH AVE APT 2E	NEW YORK	NY	10019-6333
ANITA RAY	1315 3RD AVE APT 3RS	NEW YORK	NY	10021-2987
TONY SALIU	354 E 74TH ST APT 1B	NEW YORK	NY	10021-3790
DAWN HANSEN	1360 YORK AVE APT 2N	NEW YORK	NY	10021-4025
ARJUNGIL D ROSSELLINI	25 CENTRAL PARK W APT 20U	NEW YORK	NY	10023-7201
ALAMEDA O SANTOS	258 W 91ST ST APT 3B	NEW YORK	NY	10024-1108
HAROLD AMSEL	165 W 91ST ST APT 15F	NEW YORK	NY	10024-1358
LOUIS G RODNIQUES	63 W 87TH ST	NEW YORK	NY	10024-3033
KAREN GREEN	215 W 84TH ST APT 202	NEW YORK	NY	10024-4816
SHAMSUL A KARIM	307 W 79TH ST # 315	NEW YORK	NY	10024-6150
BRIAN T DOYLE	312 W 109TH ST # 311	NEW YORK	NY	10025-2101
METROPOLITAN GROUP	65 W 107TH ST	NEW YORK	NY	10025-3211
MARCY A MALOY	850 AMSTERDAM AVE APT 11B	NEW YORK	NY	10025-5136
RICHARD URBAN	166 W 94TH ST	NEW YORK	NY	10025-7058
ANGEL COLON	218 W 116TH ST	NEW YORK	NY	10026-2481
MADIKE SOW	247 W 116TH ST	NEW YORK	NY	10026-2485
TONYA WHITE	41 W 112TH ST	NEW YORK	NY	10026-3915
FATOU DIOP	PO BOX 1044	NEW YORK	NY	10027-1044
EUGENE SIMMONS	2070 ADAM CLAYTON POWELL	NEW YORK	NY	10027-4908
ELISA HOSPEDALE	2235 FREDERICK DOUGLASS B	NEW YORK	NY	10027-6175
LAILA BONNER	410 SAINT NICHOLAS AVE	NEW YORK	NY	10027-7614
LEIGH HALL	450 SAINT NICHOLAS AVE APT	NEW YORK	NY	10027-7624
BASAMBA DRAMMEH	1862 LEXINGTON AVE	NEW YORK	NY	10029-2000
JOSE SLIVA	310 E 113TH ST	NEW YORK	NY	10029-2220
JESSICA MARRERO	310 E 115TH ST	NEW YORK	NY	10029-2226
VINCENT MILLER	138 E 112TH ST APT 2G	NEW YORK	NY	10029-2671
ANN KONETSKY	1485 PARK AVE	NEW YORK	NY	10029-3521
KELVIN HARRIS	2070 1ST AVE	NEW YORK	NY	10029-4323
MARVELYNE LAFLEUR	50 E 106TH ST	NEW YORK	NY	10029-4538
EPIFANIA QUINTANA	455 E 102ND ST APT 2E	NEW YORK	NY	10029-5894
GILBERT CRUZ	164 E 104TH ST	NEW YORK	NY	10029-7702
YVONNE J SPELLER	214 W 140TH ST	NEW YORK	NY	10030-3444
GILBERT MONK	400 W 148TH ST APT 3B	NEW YORK	NY	10031-3922
DAVID L ANGUS	522 W 147TH ST APT 33	NEW YORK	NY	10031-4519

ALEJANDRO JIMENEZ	644 RIVERSIDE DR	NEW YORK	NY	10031-6923
MIGUEL CABRERA	616 W 137TH ST	NEW YORK	NY	10031-8013
MARINA BRITO	2106 AMSTERDAM AVE	NEW YORK	NY	10032-2440
DAIHANA REYNOSO	558 W 164TH ST	NEW YORK	NY	10032-4921
MARLON WILLOUGHBY	526 W 161ST ST	NEW YORK	NY	10032-6213
TERESA E GARCIA	1385 SAINT NICHOLAS AVE	NEW YORK	NY	10033-6202
DENNIS JORGE	88 WADSWORTH AVE	NEW YORK	NY	10033-7031
JOSE O LIZ	407 W 205TH ST	NEW YORK	NY	10034-3813
DIONNI ZAPATA	531 W 211TH ST	NEW YORK	NY	10034-5945
SHAMEEN SYVERTER	2400 2ND AVE	NEW YORK	NY	10035-2326
CYNTHIA LAKE	1901 MADISON AVE	NEW YORK	NY	10035-2700
MEDOUNE KANDJI	414 E 119TH ST APT 5RW	NEW YORK	NY	10035-3858
BETTY LIGON	1900 LEXINGTON AVE	NEW YORK	NY	10035-4034
DIAMOND DORO INC	49 W 47TH ST # B145	NEW YORK	NY	10036-2821
PHILIP BROWN	603 MALCOLM X BLVD APT LA	NEW YORK	NY	10037-1229
TIFFANY EMANUEL	2140 MADISON AVE APT 14H	NEW YORK	NY	10037-2830
TYRONE R URUCHIMA	475 MALCOLM X BLVD APT B1	NEW YORK	NY	10037-3025
MARISOL A ACOSTA	2991 FREDERICK DOUGLASS B	NEW YORK	NY	10039-1317
ZEINAB SUMA KOROMA	230 W 147TH ST APT 4B	NEW YORK	NY	10039-3642
CRISTOFER R SAUVINON	35 ARDEN ST	NEW YORK	NY	10040-1318
CHEUL S KANG	4411 BROADWAY APT 23	NEW YORK	NY	10040-4009
ALVIN N VALLE	48 E 66TH ST APT 3R	NEW YORK	NY	10065-6534
CAROL BORISKIN	220 E 65TH ST APT 4F	NEW YORK	NY	10065-6621
ROBERT H SHAPIRO	200 E 62ND ST APT 9D	NEW YORK	NY	10065-8327
IDAN LEVY	220 RIVERSIDE BLVD	NEW YORK	NY	10069-1001
FEROZA KHAN	120 E 79TH ST	NEW YORK	NY	10075-0319
PAUL D LIVINGSTONE	388 RICHMOND TER	STATEN ISLAND	NY	10301-1500
BANDARA ELLEPOLA	115 STUYVESANT PL APT 1P	STATEN ISLAND	NY	10301-1945
SANDRA A DEFAZIO	113 VICTORY BLVD # 2	STATEN ISLAND	NY	10301-2935
LALITH WICKRAMARATHCHI	18 WILLIS AVE # 2	STATEN ISLAND	NY	10301-3115
NIKOLAOS ZERVOUDIS	65 ELDRIDGE AVE	STATEN ISLAND	NY	10302-2308
MARISOL GARCIA	178 LOCKMAN AVE	STATEN ISLAND	NY	10303-1974
NICOLE WEINBERG	271 SIMONSON AVE	STATEN ISLAND	NY	10303-2511
KHALID CHAUDHRY	492 VAN DUZER ST	STATEN ISLAND	NY	10304-2030
MARIA L MARTIN	280 ODER AVE	STATEN ISLAND	NY	10304-3328
STEPHEN CROWLEY	19 WHITE PLAINS AVE # 2A	STATEN ISLAND	NY	10305-1734
TIM BRUSSTAR	527 LIBERTY AVE	STATEN ISLAND	NY	10305-3305
ADAM A DEAN	34 MCLAUGHLIN ST APT 3B	STATEN ISLAND	NY	10305-4268
JOHN HURTADO	368 SAND LN	STATEN ISLAND	NY	10305-4551
GISELE N VASQUEZ	40 HILLBROOK CT	STATEN ISLAND	NY	10305-5101
POWANDA DIMARCO	145 LINCOLN AVE APT 4B	STATEN ISLAND	NY	10306-3322
JESSICA IHLE	290 BEACH AVE FL 1	STATEN ISLAND	NY	10306-4302
SAMUEL L COHEN	1111 FATHER CAPODANNO BL	STATEN ISLAND	NY	10306-8059
VINCENT PONZIO	370 GETZ AVE APT 2	STATEN ISLAND	NY	10312-2409
ANDREA TRITINI	242 THORNYCROFT AVE	STATEN ISLAND	NY	10312-6231
FRANCISCO A GIL	10 TEMPLE CT	STATEN ISLAND	NY	10314-4784
LAUREN CUNNINGHAM	655 TRAVIS AVE	STATEN ISLAND	NY	10314-4845
BRENDA ROBINSON	835 WALTON AVE	BRONX	NY	10451-2221
LUZ ARROBA	831 GERARD AVE	BRONX	NY	10451-2229
JESUS MARTINEZ	831 GERARD AVE	BRONX	NY	10451-2229
JACQUELINE SANTOS	280 E 161ST ST	BRONX	NY	10451-3521
ELIZABETH CLOONAN	901 WOODYCREST AVE APT B4	BRONX	NY	10452-0091

OTTO R BAEZ	1307 EDWARD L GRANT HWY A BRONX	NY	10452-3151
MAIMOUNA SECK	1230 WOODYCREST AVE # AV4 BRONX	NY	10452-3724
ALTAGRACIA MANZANILLO	1041 NELSON AVE BRONX	NY	10452-5117
MARCOS A DELOSSANTOS	963 ANDERSON AVE BRONX	NY	10452-5627
VICTORIA BIAS	1555 GRAND CONCOURSE BRONX	NY	10452-8225
EMILIO PEREZ	1495 GRAND CONCOURSE BRONX	NY	10452-6667
ANA D BLANCHARD	2188 CRESTON AVE BRONX	NY	10453-2613
LUIS RIVERA	2086 CRESTON AVE BRONX	NY	10453-3704
NADIA SILVA	2094 CRESTON AVE BRONX	NY	10453-3742
ELIASU ADAMS	2033 MORRIS AVE APT 6 BRONX	NY	10453-4201
MIXEL CRUZ	1865 DR MARTIN L KING JR BLV BRONX	NY	10453-4479
MIGUEL ROJAS	1982 WALTON AVE BRONX	NY	10453-4718
KENNY SIMON	1849 SEDGWICK AVE APT 12B BRONX	NY	10453-5066
LAKEISHA S WILSON	1750 SEDGWICK AVE APT 9N BRONX	NY	10453-6613
LA-OHN LEWIS	345 CYPRESS AVE BRONX	NY	10454-1509
JOSE C LOPEZ	725 CAULDWELL AVE # 1 BRONX	NY	10455-1528
JUANITA GARCIA	664 BECK ST BRONX	NY	10455-3424
CONSTANTINO BOSSA	539 WALES AVE APT 11 BRONX	NY	10455-4506
JOHN DORSETT	455 JACKSON AVE BRONX	NY	10455-4707
TERAIMEE S WILSON	1201 FINDLAY AVE BRONX	NY	10456-4170
ESMERALDA BAEZ	1165 MORRIS AVE APT 1A BRONX	NY	10456-4741
YONEIDY VALERA	188 E 164TH ST BRONX	NY	10456-6342
ADRIENNE DOWNING	2126 TIEBOUT AVE BRONX	NY	10457-3124
FREDDY Y ROJAS	1975 BATHGATE AVE BRONX	NY	10457-4413
JENNIFER DEJESUS	240 E 175TH ST BRONX	NY	10457-5808
CHERYL SHERROD	1840 ANTHONY AVE RM 408 BRONX	NY	10457-5902
ROBERTO COLLAZO	3042 GRAND CONCOURSE BRONX	NY	10458-1304
ARLENE CROSSMAN	314 E 201ST ST BRONX	NY	10458-1827
ISABEL FALU	2701 MARION AVE BRONX	NY	10458-3808
VALERIE RUIZ	2580 BAINBRIDGE AVE BRONX	NY	10458-4612
TENGA A COMPAORE	2363 VALENTINE AVE APT 30 BRONX	NY	10458-7271
TOMISLAV MILANOVIC	2371 ARTHUR AVE APT 5 BRONX	NY	10458-8161
JUAN HERNANDEZ	2335 CROTONA AVE BRONX	NY	10458-8512
TIMOTHY DENNIS	1415 BRISTOW ST APT 1H BRONX	NY	10459-1338
VENUS DIAZ	1365 LYMAN PL BRONX	NY	10459-1735
SONIA MELENDEZ	1143 LONGFELLOW AVE BRONX	NY	10459-2879
ALIMA KEITA	874 LONGWOOD AVE BRONX	NY	10459-4017
MODESTO PAZMINO	1120 WYATT ST APT 2H BRONX	NY	10460-4532
CALBERT B GREEN	865 E 175TH ST PH 1 BRONX	NY	10460-4734
MILDRED PEREZ	1715 LONGFELLOW AVE BRONX	NY	10460-5416
MOKLASUR M RAHAMAN	2511 TRATMAN AVE BRONX	NY	10461-3454
MARIS MOREL	53 WESTCHESTER SQ BRONX	NY	10461-3536
DONA A VITELLI	1870 HOBART AVE APT 3B BRONX	NY	10461-4127
BELA CSIKOS	1748 JARVIS AVE APT 3 BRONX	NY	10461-4942
CARMEN SOTO	2185 BOLTON ST BRONX	NY	10462-1367
GISELLE JONES	1906 BARNES AVE BRONX	NY	10462-3227
JAMILA JAMAL	2040 BRONXDALE AVE APT 6G BRONX	NY	10462-3323
MERCILITA C SEIT	1470 PARKCHESTER RD BRONX	NY	10462-7646
RINTU ALAM	1925 MCGRAW AVE BRONX	NY	10462-7975
RAMIREZ A MARTINEZ	160 W KINGSBRIDGE RD BRONX	NY	10463-7332
PEDRO J CLAUDIO	2580 MILES AVE APT 2 BRONX	NY	10465-2806
MARIA RODRIGUEZ	595 CALHOUN AVE BRONX	NY	10465-2820

JOSEPH DUPREY	201 BUTTRICK AVE	BRONX	NY	10465-3187
YESENIA A HERNANDEZ	214 THROGGS NECK BLVD	BRONX	NY	10465-3468
LISA A BURNS	388 PENNYFIELD AVE	BRONX	NY	10465-3641
MUDASSER AGHA	693 E 236TH ST APT 5A	BRONX	NY	10466-1735
LYNDON JOSEPH	646 E 231ST ST	BRONX	NY	10466-2930
IRVIN RYANS	4054 CARPENTER AVE APT 2J	BRONX	NY	10466-3610
KERRY SMITH	1005 E 228TH ST APT 1B	BRONX	NY	10466-4848
FELIPE ESPILCO	3422 KNOX PL	BRONX	NY	10467-2018
JUSTIN ROWE	375 E 205TH ST APT 5F	BRONX	NY	10467-4437
VICTOR H PEREZ	3070 DECATUR AVE	BRONX	NY	10467-4713
CONWAY HALL	624 E 222ND ST	BRONX	NY	10467-5147
MARCIA LYNCH	624 E 220TH ST APT 4F	BRONX	NY	10467-5347
ROSANYS ORTIZ	3804 BRONX BLVD	BRONX	NY	10467-5416
VIRGEN PATRON	740 E GUN HILL RD	BRONX	NY	10467-6114
FRANKLIN K MENSAN	20 W MOSHOLU PKWY S	BRONX	NY	10468-1126
JUSTINA GYAABIN	9 FORDHAM HILL OVAL APT 5D	BRONX	NY	10468-4814
MIRIAN DEJESUS	2280 ANDREWS AVE	BRONX	NY	10468-6010
MARILUZ NIETO	2305 UNIVERSITY AVE APT 2	BRONX	NY	10468-6124
HEMRAJ ROOPA	11 E 184TH ST APT 2	BRONX	NY	10468-6403
MIGUEL PADILLA	2442 MORRIS AVE APT 51	BRONX	NY	10468-6652
BEATRICE THEIRSE	2385 WILLIAMSBRIDGE RD APT	BRONX	NY	10469-4813
MOHAMMAD SAFDAR	3234 YATES AVE	BRONX	NY	10469-5015
LIZANNE LEIVA	1770 E 172ND ST	BRONX	NY	10472-2235
JAIME QUITO	1225 STRATFORD AVE	BRONX	NY	10472-2515
DAYSY VELEZ	1171 MORRISON AVE APT 3K	BRONX	NY	10472-4287
ANGELIQUE WIGFALL	1730 WATSON AVE	BRONX	NY	10472-5447
PEGGY TAVAREZ	1850 LAFAYETTE AVE APT 3	BRONX	NY	10473-2858
SAMUEL ADJEI KYEI	880 COLGATE AVE	BRONX	NY	10473-4892
ERICK GARCIA	1274 LAFAYETTE AVE	BRONX	NY	10474-5356
DAVID LOPEZ	754 MANIDA ST	BRONX	NY	10474-5839
SHELLIAN TAYLOR	3327 DE REIMER AVE	BRONX	NY	10475-1503
CRAIG WHITE	777 CO OP CITY BLVD	BRONX	NY	10475-1600
RICHARD ASHBY	120 CO OP CITY BLVD	BRONX	NY	10475-3802
ARNOLD JONES	100 ALCOTT PL APT 23H	BRONX	NY	10475-4136
BRENDA L COSTIN	53 ICE POND RD	BREWSTER	NY	10509-2309
MARGARET MULLEN	98 BELLWOOD AVE	DOBBS FERRY	NY	10522-2324
MARIO MUSTICO	26 FIELDSTONE DR	HARTSDALE	NY	10530-1571
MICHAEL EVANS	36 NORTH ST APT 2	MOUNT VERNON	NY	10550-1146
KYISHA ARCHIBALD	33 N 3RD AVE	MOUNT VERNON	NY	10550-1362
NICOLE STEPHENSON	643 LOCUST ST FL 1	MOUNT VERNON	NY	10552-2601
JOSE FILHO	224 E LINCOLN AVE	MOUNT VERNON	NY	10552-3308
GRACE DARLING	25 N MALCOLM ST # 317	OSSINING	NY	10562-3216
GEDDES GRAHAM	75 BROADWAY	OSSINING	NY	10562-4109
ESTHER NARANJO	230 SPRING ST	OSSINING	NY	10562-5721
GLEN HAYES	5 LINCOLN AVE	PLEASANTVILLE	NY	10570-3164
KAREN SARGEANT	245 KING ST APT 3C	PORT CHESTER	NY	10573-4141
CHRISTIAN A MARTINEZ	4 FAIRVIEW PL	PORT CHESTER	NY	10573-4841
JITKA HANLEY	9 SULGRAVE RD	SCARSDALE	NY	10583-4710
JEANMARIE TUCCI	700 SCARSDALE AVE	SCARSDALE	NY	10583-5127
DANIELLA FLEISCHER	201 DORCHESTER RD	SCARSDALE	NY	10583-6806
HANS J NIEBERGALL	512 HERITAGE HLS UNIT B	SOMERS	NY	10589-4129
KEVIN JACKSON	25 OPERATIONS DR	VALHALLA	NY	10595-1586

BRUCE E CAMPBELL	251 OXFORD RD	CHESTER	NY	10918-4406
LEONARD E CROFT	160 FOLTIM WAY	CONGERS	NY	10920-1424
YULY ROSARIO	21 FISHER AVE	CONGERS	NY	10920-2041
SHANNON M KAHN	205 RAMAPO RD APT J	GARNERVILLE	NY	10923-1849
ANDREW J MARGILLO	2113 STATE ROUTE 17	HARRIMAN	NY	10926-3107
BARBARA ZELLNER	9 FAIRMOUNT AVE APT 3	HAVERSTRAW	NY	10927-1842
EDGAR HEMOREE	8 LIBERTY ST	HIGHLAND FALLS	NY	10928-1918
KEITH BARR	66 ONDAORA PKWY # 10M	HIGHLAND FALLS	NY	10928-4014
DONDALE TORRES	170 COTTAGE ST	MIDDLETOWN	NY	10940-3705
KEITH DRAYTON	38 WATKINS AVE	MIDDLETOWN	NY	10940-4721
CHRISTOPHER DEPEW	36 JAMES ST	MIDDLETOWN	NY	10940-5729
ADRIENNE RICE	3 FAIRVIEW AVE	MIDDLETOWN	NY	10940-6203
DONNA GAROFALO	13 KAREN JOY DR	MIDDLETOWN	NY	10940-7086
SCOTT DONALDSON	38 STONERIDGE RD APT 704	MIDDLETOWN	NY	10941-1417
NICHOLAS A COSTANZ	80 N MIDDLETOWN RD APT C3	NANUET	NY	10954-2310
ROBERT GIARRATANO	142 CONVENT RD	NANUET	NY	10954-3142
JAMES VINES	138 BOGERT AVE	PEARL RIVER	NY	10965-1860
SAMANTHA R GONZALES	112 W ECKERSON RD APT B8	SPRING VALLEY	NY	10977-3817
BARBARA SHURMAN	244 N LIBERTY DR APT 4	TOMKINS COVE	NY	10986-1123
KAREN L FOULDS	33 IRON MOUNTAIN RD	WARWICK	NY	10990-3308
ELVIRA CIMORELLI	76 WILLIS AVE	FLORAL PARK	NY	11001-1319
NERISSA M GRIER	4 WOODBINE CT APT 2A	FLORAL PARK	NY	11001-2739
JULIO MONTERO	63 ALLEN DR	GREAT NECK	NY	11020-1501
ROBERTO VELIS	114 UDALL DR	GREAT NECK	NY	11020-1530
MARIE E CHIAFOLO	811 WHITTIER AVE	NEW HYDE PARK	NY	11040-3801
ELIZABETH MILLER	2528 32ND ST APT 1F	LONG ISLAND CI	NY	11102-1769
MARTHA BRAVO	2611 14TH PL	LONG ISLAND CI	NY	11102-3554
DAVID J JUSTY	2645 9TH ST APT 510	ASTORIA	NY	11102-3901
RICHARD PORTAL	1148 30TH RD	ASTORIA	NY	11102-4033
KINDA BENCHERNINE	2524 18TH ST	ASTORIA	NY	11102-4151
WAEEL W JUDEH	2587 45TH ST APT 1D	ASTORIA	NY	11103-1137
ELIAS ARAVANTINOS	3238 41ST ST	ASTORIA	NY	11103-3589
JUAN C FRANCESCHI	4039 48TH ST APT C2	LONG ISLAND CI	NY	11104-1032
AISHA ELSAYED	3933 47TH AVE	SUNNYSIDE	NY	11104-3503
BILAL GURBUZ	4318 39TH PL APT 49	SUNNYSIDE	NY	11104-4307
SANTA I PINZON	4305 44TH ST	LONG ISLAND CI	NY	11104-4628
EDUARDO SOLANO	3215 34TH ST APT 2E	ASTORIA	NY	11106-1821
ALEJANDRINA TUDISCO	3516 34TH ST APT 5B	ASTORIA	NY	11106-1926
JENNIFER R TORRES	3112 31ST ST APT 4R	LONG ISLAND CI	NY	11106-2566
SHAWKY GHANEM	3135 CRESCENT ST	ASTORIA	NY	11106-3782
JINLAN QU	14441 SANFORD AVE APT 4C	FLUSHING	NY	11355-1843
JIN WEI	14460 SANFORD AVE	FLUSHING	NY	11355-1682
MINHUA WANG	14444 SANFORD AVE APT 3A	FLUSHING	NY	11355-1683
ADIELA BRAVO	14018 ASH AVE APT 6G	FLUSHING	NY	11355-2725
SUET LEE	13630 SANFORD AVE APT 2H	FLUSHING	NY	11355-3124
RUI GAO	4125 KISSENA BLVD	FLUSHING	NY	11355-3150
STEVEN YANG	4137 COLLEGE POINT BLVD	FLUSHING	NY	11355-4299
DILLO G BLAKE	13435 CHERRY AVE	FLUSHING	NY	11355-4793
SUNG J HONG	2912 PARSONS BLVD	FLUSHING	NY	11354-2345
MEI S SONG	13909 34TH RD APT D11	FLUSHING	NY	11354-6412
CRYSTAL ESPERO	12805 7TH AVE	COLLEGE POINT	NY	11356-1217
ANABEL GARCIA	12818 POWELLS COVE BLVD	COLLEGE POINT	NY	11356-1225

ONG HWANG	1560 150TH ST	FLUSHING	NY	11357-2555
BARBARA WALL	17210 32ND AVE APT 2	FLUSHING	NY	11358-1526
ANDREW SEPE	20811 26TH AVE APT 104	BAYSIDE	NY	11360-2463
STYLIANOS STYLIANOU	22219 41ST RD	FLUSHING	NY	11361-2449
MUHAMMED ELEC	4241 CORPORAL KENNEDY ST	BAYSIDE	NY	11361-2789
RAPHAEL R SERRANO	24017 69TH AVE	LITTLE NECK	NY	11362-1943
MICHAEL P BRAND	14438 76TH AVE	FLUSHING	NY	11367-3116
YOSEF ASOLIN	15327 79TH AVE	FLUSHING	NY	11367-3933
FAUSTA CARRASQUILLO	3791 102ND ST	FLUSHING	NY	11368-1931
ADRIANA DURAN	3505 104TH ST FL 1	CORONA	NY	11368-1966
MARIA PEREZ	5103 102ND ST	CORONA	NY	11368-3122
ANTHONY E WILSON	5439 100TH ST	FLUSHING	NY	11368-3749
VIRGINIA JARRETT	11214 CORONA AVE	CORONA	NY	11368-4022
KHONDKER S AHMED	3125 97TH ST	EAST ELMHURST	NY	11369-1808
EVA CARMOEGA	11014 ASTORIA BLVD	EAST ELMHURST	NY	11369-2598
MARTHA CORREA	2440 79TH ST # 2D	EAST ELMHURST	NY	11370-1532
YVELISSE FERRERAS	8206 34TH AVE APT 1E	FLUSHING	NY	11372-3040
GLEN T WU	3548 74TH ST	FLUSHING	NY	11372-4304
AMARILYS MENESES	3733 76TH ST APT A2	FLUSHING	NY	11372-6507
SIKHA RANA	4141 76TH ST	ELMHURST	NY	11373-1946
RAMON PAULINO	8111 PETTIT AVE	FLUSHING	NY	11373-3156
HYO S LEE	8111 45TH AVE	ELMHURST	NY	11373-3553
JOSE HERNANDEZ	9965 64TH RD	REGO PARK	NY	11374-2655
MARY DOTY	9972 66TH RD	REGO PARK	NY	11374-4460
JEREMY J STEINBERG	10820 87TH DR	FOREST HILLS	NY	11375-2948
MAZID KHAN	6011 BROADWAY	FLUSHING	NY	11377-2178
ALBERT DELINT	3935 51ST ST APT 5D	WOODSIDE	NY	11377-3169
CARLOS CARVALHO	4853 45TH ST	WOODSIDE	NY	11377-7040
SALIM SIDDIQUI	7001 51ST AVE	WOODSIDE	NY	11377-7606
ABDUL J EDDINE	7007 62ND DR FL 1	MIDDLE VILLAGE	NY	11379-1208
AMANDA MEYER &	6746 80TH ST	MIDDLE VILLAGE	NY	11379-2925
TAREK R KRYOS	687 WOODWARD AVE	RIDGEWOOD	NY	11385-2476
GHINWA H OSMAN	7114 88TH ST	RIDGEWOOD	NY	11385-7062
RICHARD BALAS	1708 SUMMERFIELD ST	RIDGEWOOD	NY	11385-8131
KENNETH L CARABALLO	6901 62ND ST APT D11	RIDGEWOOD	NY	11385-9123
POLADA CORP	1878 STANHOPE ST	RIDGEWOOD	NY	11385-9501
NAYDA R RIVERA	PO BOX 863694	RIDGEWOOD	NY	11386-3694
LUZ M URIBE	8409 155TH AVE APT 3B	HOWARD BEACH	NY	11414-2204
DAWN M MOHR	9525 92ND ST	OZONE PARK	NY	11416-1408
LILA PAIR	9752 101ST ST	OZONE PARK	NY	11416-2613
ZEIN BOUSSI	9516 108TH AVE APT 2	JAMAICA	NY	11417-1559
MIRIAM MARAJ	12020 LIBERTY AVE	JAMAICA	NY	11419-2130
SANDRA D GAYARAM	11501 107TH AVE	SOUTH RICHMOND	NY	11419-2629
MAXIMO PICHARDO	15608 132ND AVE	JAMAICA	NY	11434-3622
EILEEN M BURNETTE	17427 129TH AVE	JAMAICA	NY	11434-5806
BALBIR PANNU	22156 90TH AVE	QUEENS VILLAGE	NY	11428-1373
DEBRA SAMUEL	16605 HIGHLAND AVE	JAMAICA	NY	11432-2817
AHMED SHABU	17527 WEXFORD TER	JAMAICA	NY	11432-2873
WANDA TEJADA	8929 163RD ST	JAMAICA	NY	11432-5084
RENAULT DASQUE	9005 161ST ST	JAMAICA	NY	11432-6104
CAROLINE CORTES	13959 86TH RD	JAMAICA	NY	11435-3003
MOHAMED M SOUID	8614 143RD ST APT 35B	JAMAICA	NY	11435-3020

BIBI KHAN	14814 90TH AVE	JAMAICA	NY	11435-4048
BIANCA DONALDSON	93 MONTAGUE ST # 134	BROOKLYN	NY	11201-3402
MICHAEL BRAVO	134 BALTIC ST APT 5B	BROOKLYN	NY	11201-6025
DONNA MILLS	783 LENOX RD	BROOKLYN	NY	11203-2201
STEVE JOHNSON	718 CLARKSON AVE FL 2	BROOKLYN	NY	11203-2217
ANTHONY CHAMBERS	1054 NEW YORK AVE	BROOKLYN	NY	11203-3812
JOSEPH PATALANO	1729 62ND ST APT 1	BROOKLYN	NY	11204-2824
DAISY MUNOZ	1914 BAY RIDGE PKWY APT 3	BROOKLYN	NY	11204-5782
KELLY PHILIP	325 CLINTON AVE	BROOKLYN	NY	11205-4749
LUIS A MARTINEZ	179 MAJER ST	BROOKLYN	NY	11206-1308
DIOMARIS CONCEPCION	67 MANHATTAN AVE	BROOKLYN	NY	11206-3156
ADRIANNE D HOSEY	125 NOSTRAND AVE	BROOKLYN	NY	11206-5516
CHARLES MONTAGUE	626 PARK AVE APT 6D	BROOKLYN	NY	11206-7513
USMAN GARBA	207 SCHAEFER ST	BROOKLYN	NY	11207-1215
GLANWELL ALSTON	400 WILLIAMS AVE	BROOKLYN	NY	11207-4630
WILSON J MARTINEZ	825 BLAKE AVE	BROOKLYN	NY	11207-4800
HECTOR DROSS JR	47 ESSEX ST	BROOKLYN	NY	11208-1110
MAUDCI THOMAS	675 LINCOLN AVE	BROOKLYN	NY	11208-4046
ORLENE SIMPKINS	780 ELDERT LN	BROOKLYN	NY	11208-4259
CHAIRSEE RICKS	2535 LINDEN BLVD	BROOKLYN	NY	11208-4956
KATHERINE JOYNES	2535 LINDEN BLVD	BROOKLYN	NY	11208-4956
SHERIF M EID	8925 4TH AVE	BROOKLYN	NY	11209-1503
BRENDA LOPEZ	420 OVINGTON AVE APT 8B	BROOKLYN	NY	11209-1513
ARTURO BARRIOS	9101 SHORE RD	BROOKLYN	NY	11209-6113
MOHAMMAD ASIF	9322 3RD AVE	BROOKLYN	NY	11209-6802
MOHAMMED AHMED	3210 AVENUE H	BROOKLYN	NY	11210-3256
ADDIE J ADAMS	3420 AVENUE H	BROOKLYN	NY	11210-3356
ROSEMARIE J PALMER	1121 E 36TH ST	BROOKLYN	NY	11210-4825
YETUNDE BABAJIDE	3104 NEWKIRK AVE	BROOKLYN	NY	11210-7938
BRANDON JULIEN	365 E 96TH ST APT 2F	BROOKLYN	NY	11212-2629
CLAREASE E FIELDS	1411 LINDEN BLVD	BROOKLYN	NY	11212-5155
RAFAEL DISLA	429 DUMONT AVE APT	BROOKLYN	NY	11212-7361
ELVIS MEJIA	1634 E NEW YORK AVE	BROOKLYN	NY	11212-7950
BRYANMR SKELLY	1131 SAINT JOHNS PL	BROOKLYN	NY	11213-2617
CHARLES J JONES	1484 STERLING PL	BROOKLYN	NY	11213-3051
EDMOND ASTREL	615 CROWN ST	BROOKLYN	NY	11213-5257
ZAHID AFRDI	1850 81ST ST APT 3E	BROOKLYN	NY	11214-2242
AIDA GALIEVA	8210 19TH AVE	BROOKLYN	NY	11214-2348
SAMIR HAMDAN	8635 18TH AVE	BROOKLYN	NY	11214-3701
OLGA ANDREEVA	69 BAY 29TH ST APT 2B	BROOKLYN	NY	11214-4048
ABDELJALIL ALKHATAB	280 BAY 17TH ST	BROOKLYN	NY	11214-5972
DAGMAR H BIRKER A/K/A DAC	866 PRESIDENT ST	BROOKLYN	NY	11215-1441
TERRIE L AKBAS	210 KOSCIUSZKO ST	BROOKLYN	NY	11216-1078
ALLAN SOOPAL	201 HANCOCK ST APT 1	BROOKLYN	NY	11216-2142
DULCE E HINDS	1280 PACIFIC ST APT 5	BROOKLYN	NY	11216-3127
THERESA PAIGE	770 SAINT MARKS AVE APT 2A	BROOKLYN	NY	11216-3734
DAMIEN A POWELL	497 EASTERN PKWY	BROOKLYN	NY	11216-4443
SALIM A ALSHAWISH	1004 CORTELYOU RD APT 1	BROOKLYN	NY	11218-5302
YECHESKEL LEBOVITS	1310 57TH ST	BROOKLYN	NY	11219-4635
CHOUDHARY AHMED	937 59TH ST APT C8	BROOKLYN	NY	11219-4818
DEVAK TUSHAR	6516 14TH AVE	BROOKLYN	NY	11219-5610
MARGARITA ALOMAR	279 62ND ST APT 2F	BROOKLYN	NY	11220-4453

ABDELOUAH BELHRAICH	424 SENATOR ST APT 3	BROOKLYN	NY	11220-5434
ELOUISE PETTUS	522 QUINCY ST	BROOKLYN	NY	11221-1556
PRINCESS C LESTER	133 CENTRAL AVE	BROOKLYN	NY	11221-2729
JAMAL R SINGLETON	984 GREENE AVE APT 2C	BROOKLYN	NY	11221-2923
MAHINA KENNEY	932 MADISON ST	BROOKLYN	NY	11221-4272
ROSANNA HERRERA	75 WOODBINE ST APT 2	BROOKLYN	NY	11221-4944
VINEET NAGPAL	165 INDIA ST	BROOKLYN	NY	11222-1851
PAULINA WOLOSZYN	182 NASSAU AVE	BROOKLYN	NY	11222-4116
MARISA REYES	300 NASSAU AVE	BROOKLYN	NY	11222-4566
DAVID SHALOM	1601 OCEAN PKWY	BROOKLYN	NY	11223-2146
TAJINDER PARKASH	2102 CONEY ISLAND AVE APT 2	BROOKLYN	NY	11223-2320
DAVID REINHARDT	4824 BEACH 48TH ST	BROOKLYN	NY	11224-1104
FANNY JOHNSON	3415 NEPTUNE AVE APT 710	BROOKLYN	NY	11224-1696
MARGUIDA CHERY	PO BOX 621	BROOKLYN	NY	11225-0621
BUCHANAN CROSBY	1137 PRESIDENT ST APT 2D	BROOKLYN	NY	11225-1763
MARVIN M SMITH	446 KINGSTON AVE APT D10	BROOKLYN	NY	11225-4642
OSCAR GREGG	150 OCEAN AVE	BROOKLYN	NY	11225-4713
FRANCISCO A MARTINEZ	305 OCEAN AVE	BROOKLYN	NY	11225-5560
MOJIROLA A ERINOSHIO	562 ROGERS AVE FL 3	BROOKLYN	NY	11225-5953
JERMAINE MCARTHUR	259 PARKSIDE AVE	BROOKLYN	NY	11226-1471
RICHARD CALDER	181 CLARKSON AVE	BROOKLYN	NY	11226-2082
STEPHEN WILLIAMS	222 LENOX RD	BROOKLYN	NY	11226-2179
CYNTHIA WARD	116 LENOX RD	BROOKLYN	NY	11226-2408
EUPHEMIA JACKSON	1363 NOSTRAND AVE	BROOKLYN	NY	11226-2590
SIDNEY R DENMARK	470 OCEAN AVE	BROOKLYN	NY	11226-2884
ZAKIYYAH KNOX	505 OCEAN AVE APT 6B	BROOKLYN	NY	11226-2944
PATRICK L WRIGHT	30 LINDEN BLVD	BROOKLYN	NY	11226-3178
KENRICK BROWN	305 LINDEN BLVD	BROOKLYN	NY	11226-3537
VINCE NIXON	255 MARTENSE ST	BROOKLYN	NY	11226-3668
HERMANN CHERIZOL	190 E 21ST ST	BROOKLYN	NY	11226-3970
BASIRAT ABIODUN	580 E 21ST ST	BROOKLYN	NY	11226-6870
ALLISON F HODGES	346 E 29TH ST APT 2D	BROOKLYN	NY	11226-7142
HASSAN SAMHORY	1234 BAY RIDGE PKWY	BROOKLYN	NY	11228-2402
DILSHAD AHMED	1525 E 26TH ST	BROOKLYN	NY	11229-1765
DZMITRY MOLCHAN	1770 E 14TH ST APT 2A	BROOKLYN	NY	11229-2031
STALINA YABLUNOVSKAYA	1775 E 18TH ST	BROOKLYN	NY	11229-2149
SEMAHAA JONES	2200 OCEAN AVE	BROOKLYN	NY	11229-2249
DMITRY BOROCHIN	2075 E 17TH ST	BROOKLYN	NY	11229-3801
JESSIE LOUIS	1160 OCEAN AVE APT 1D	BROOKLYN	NY	11230-1900
LEONID L BONDIREV	1314 AVENUE K	BROOKLYN	NY	11230-4372
JOSEPHINE KLEINMAN	1455 CONEY ISLAND AVE	BROOKLYN	NY	11230-4713
IGOR KORENBLIT	470 COLUMBIA ST	BROOKLYN	NY	11231-2080
STEVEN H KARLIN	4314 4TH AVE APT 3F	BROOKLYN	NY	11232-3842
JOSEPH GAUSE	302 BAINBRIDGE ST	BROOKLYN	NY	11233-1958
TERRANCE COLCLOUGH	354 KINGSBOROUGH 3RD WAL	BROOKLYN	NY	11233-3676
OLASUNBO ALADA	216 ROCKAWAY AVE APT 19L	BROOKLYN	NY	11233-4218
PEDRO PENA	1640 STERLING PL APT 4E	BROOKLYN	NY	11233-4916
TARROOK R TOPPING	1165 E 54TH ST APT 6K	BROOKLYN	NY	11234-2427
ALEXANDER MOROZOV	2111 AVENUE Z APT 4	BROOKLYN	NY	11235-2802
OLGA ORLOVA	11 HASTINGS ST PH 1	BROOKLYN	NY	11235-3015
DEBBIE V LAWMAN	597 E 93RD ST APT 2F	BROOKLYN	NY	11236-1153
SANDRA JEFFERS	1177 E 98TH ST	BROOKLYN	NY	11236-4063

FORREST T HYLTON	45 SAINT NICHOLAS AVE APT 3	BROOKLYN	NY	11237-3059
CHRISTOPHER J RUCKH	190 1ST ST APT 5E	MINEOLA	NY	11501-4002
MAUREEN MULHERN	1 OLD COUNTRY RD	CARLE PLACE	NY	11514-1801
BONNIE POLANSKY	538 CEDARHURST AVE	CEDARHURST	NY	11516-1219
RICHARD J DRAEGER	16 MAIN ST APT 1N	EAST ROCKAWAY	NY	11518-2034
DONALD PINKNEY	47 HARRISON AVE	FREEPORT	NY	11520-2405
LYUBEN GENOV	246 NASSAU BLVD APT 2	GARDEN CITY	NY	11530-5643
MARY CZERNIAWSKI	68 VALENTINE ST	GLEN COVE	NY	11542-2334
YEIMI N FLORES	21 MANOR AVE	HEMPSTEAD	NY	11550-3506
JERUSHA B SANFORD	87 ELDRIDGE AVE	HEMPSTEAD	NY	11550-5620
SABRINA KELLEY	38 MARTIN LUTHER KING DR	HEMPSTEAD	NY	11550-6725
ROBERT DIMICCO	688 ALTON RD	WEST HEMPSTEAD	NY	11552-2801
NESLIHAN OAZARBASI	776 HEMPSTEAD AVE	WEST HEMPSTEAD	NY	11552-3238
MARK LINCNER	40 PROSPECT AVE	HEWLETT	NY	11557-1610
RONALD SCHWARTZ	147 MITCHELL AVE	LONG BEACH	NY	11561-3819
CHEN JIANG	146 UNION AVE	LYNBROOK	NY	11563-3345
JANAE LOCK	3 CEDAR ST	LYNBROOK	NY	11563-4038
JOHN ORTIZ	145 MAPLE AVE APT 4B	ROCKVILLE CENT	NY	11570-4247
MELISSA SALAS	55 LENOX RD	ROCKVILLE CENT	NY	11570-5207
JOSEPH J VERDI	41 CHESLAN CT	OCEANSIDE	NY	11572-3213
VIVAN BROWN	49 LINCOLN AVE	ROOSEVELT	NY	11575-1445
GALO B ANDRADE	410 N CORONA AVE APT A11	VALLEY STREAM	NY	11580-2648
SHANEL PHILLIPS	124 LOCUST DR	AMITYVILLE	NY	11701-1761
NAZAN F CARSON	96 STERLING PL	AMITYVILLE	NY	11701-2950
AJAY BAJAJ	514 LOMBARD ST	NORTH BABYLON	NY	11703-1204
ROSE GOBIN	841 IMPERIAL WAY	BAYPORT	NY	11705-1596
DENNIS W GEBHARD	1321 THOMPSON DR	BAY SHORE	NY	11706-5321
DANA L WEINBERG	2 COTTAGE AVE	BAY SHORE	NY	11706-8659
THELMA STRANGE	81 PACE AVE	BELLPORT	NY	11713-1510
KERRI M GLINKA	721 GREENBRIAR DR APT 6	BOHEMIA	NY	11716-3932
ANIBAL SOSA	31 ELDRIDGE ST	BRENTWOOD	NY	11717-2117
JOSE A RODRIGUEZ	66 WILSON ST	BRENTWOOD	NY	11717-2236
SANDRA CUCHILLA	202 ELLIOT ST	BRENTWOOD	NY	11717-5002
MARIE LOVIZIO	1800 MIDDLE COUNTRY RD	CENTEREACH	NY	11720-3581
DIANE SANDOVAL	21 E WALNUT ST	CENTRAL ISLIP	NY	11722-3855
ARIEL SILVA	491 WILSON BLVD	CENTRAL ISLIP	NY	11722-4334
MARIE T LOUIS	17 HACKMATAC ST	CENTRAL ISLIP	NY	11722-4710
JUANITA M LARSEN	100 SPLIT CEDAR DR	ISLANDIA	NY	11749-1627
FRANCY L VALENCIA	26 IDAHO CT	CORAM	NY	11727-1511
MUSTAFA TOKAT	201 BEAUMONT PL	CORAM	NY	11727-5469
CELESTE RIVERA	205 NINA ST	HOLBROOK	NY	11741-4609
PATRICIA COLLINS	188 10TH AVE	HOLTSVILLE	NY	11742-2346
MEIBER AMAYA	PO BOX 2894	HUNTINGTON ST	NY	11746-0705
THOMAS BONSER	217 CROMBIE ST	HUNTINGTON ST	NY	11746-1510
UMIT CAKIR	14 W BIRCH ST UNIT 2075	ISLIP	NY	11751-1511
HARRY AMTARIO	118 LAKE ST	ISLIP	NY	11751-2038
MELISSA A MILAS AKA MELISE	54 ANDREW AVE	ISLIP TERRACE	NY	11752-2304
STACIE HART	48 17TH ST	JERICHO	NY	11753-2435
TINAMARIE PUGLISI	PO BOX 1754	LINDENHURST	NY	11757-0944
LENIRES J JONES	393 ROBBINS ST	LINDENHURST	NY	11757-1420
DONNA MCNEIL	142 WYONA AVE	LINDENHURST	NY	11757-5939
JESSICA STEPHENS	41 WYONA AVE	LINDENHURST	NY	11757-5959

ELAINE REILLY	87 SWEETGUM LN	MILLER PLACE	NY	11764-3007
HEECHEONG MEO	29 MEADOW POND CIR	MILLER PLACE	NY	11764-3806
FANNIE E WILEY	144 ALEXANDER AVE	NESCONSET	NY	11767-1602
SHELDON FISHMAN	45 FIELSTONE LN	OYSTER BAY	NY	11771-3122
NABIL AHMED	36 PARK AVE APT 2	OYSTER BAY	NY	11771-3609
PAMELA SPENCE	250 RIVER AVE	PATCHOGUE	NY	11772-3313
GENE CAPORALE	3333 BROOKWOOD CIR	EAST PATCHOGUE	NY	11772-7127
DAWNMARIE GUARDASCIONE	7 W WOODSIDE CT	PATCHOGUE	NY	11772-8032
JOHN D REIMERS	225 LORENZO CIR	RONKONKOMA	NY	11779-2282
CATHERINE JORGESEN	557 ROSEVALE AVE	RONKONKOMA	NY	11779-3046
ROBERT J RUSSO	69 INWOOD AVE	SELDEN	NY	11784-2917
SYED A ALI	17 N DORADO CIR APT 1E	HAUPPAUGE	NY	11788-4604
JOSEPH BUQUICCHIO	20 ARBOUR ST	WEST ISLIP	NY	11795-1015
LAURANAN E SERRETTE	113 N 19TH ST	WHEATLEY HEIGHTS	NY	11798-1804
MARTIN MEDINA	2 NORRIS ST	AMSTERDAM	NY	12010-4717
CLAIRE LIEBERT	662 CHARLTON RD	BALLSTON LAKE	NY	12019-2800
LYNN C MESSIER	40 BROOKLINE RD	BALLSTON SPA	NY	12020-3521
THOMAS F FINNEGAN	4158A SILVER BEACH RD	BALLSTON SPA	NY	12020-4206
JOSEPH C OLIVETT	105 MASTEN AVE	COHOES	NY	12047-4116
DEBORAH DUSENBURY	56 ORCHARD ST	GLOVERSVILLE	NY	12078-1909
EILEEN LITKE	1 LOUIS DR APT 4	RAVENA	NY	12143-1124
NISHANT H PAUL	1109 RIVER RD	SELKIRK	NY	12158-1511
CHRISTOPHER M DEERE	410 BRIDGE ST	SELKIRK	NY	12158-1932
WILLIAM THOMPSON	341 PLEASANT ST	TROY	NY	12182-1311
CRYSTAL J MATTIA	96 MAPLE AVE	VOORHEESVILLE	NY	12186-9550
JEAN THOMAS	3 BONHEIM ST FL 2	ALBANY	NY	12204-2617
CARL TURNER	400 CENTRAL AVE	ALBANY	NY	12206-2243
ROBIN DAVERN	12 STANWIX ST	ALBANY	NY	12209-1923
MARGARET A POLACHEK	33 N FERRY ST APT 5	SCHENECTADY	NY	12305-1617
DAVID A LETERSKY	140 MAIN ST	KINGSTON	NY	12401-4412
SHEILA H WISE	1 PONCKHOCKIE ST	KINGSTON	NY	12401-5617
AIMORI D BROWN	435 LUCAS AVE	KINGSTON	NY	12401-8219
KASEY MAKI	384 UPPER BOICEVILLE RD	BOICEVILLE	NY	12412-5107
SHARON LEWERS	219 STONE BRIDGE RD	CORNWALLVILLE	NY	12418-1009
MARGARET WELLS	213 BUSH RD	STONE RIDGE	NY	12484-5245
GUILLERMO ZAVALA	139 ROMBOUT AVE	BEACON	NY	12508-3211
ANDREW G CAMPBELL	2 NATURES WAY	CORNWALL	NY	12518-1726
THOMAS RIKER	7 WILLOW LAKE DR	FISHKILL	NY	12524-2953
CATALIN M MINOVICI	108 STONY BROOK RD	FISHKILL	NY	12524-2984
KATHLEEN FALCETTA	7 CAMBRIDGE CT	HIGHLAND	NY	12528-1300
SUSAN ODELL	55 BRILL LN	POUGHQUAG	NY	12570-5748
CHRISTOPH SPENCER	4676 ALBANY POST RD	HYDE PARK	NY	12538-1574
HEIDI P DOWDY	803 VIOLET AVE	HYDE PARK	NY	12538-1959
VICKY L CONKLIN	398 COLLABAR RD	MONTGOMERY	NY	12549-1806
DELFINO D MEJIA	111 W PARMENTER ST APT 2	NEWBURGH	NY	12550-5475
JENNIFER CAPORALE	2802 BARCLAY MNR	NEWBURGH	NY	12550-7809
VICTOR A LOPEZ	208 DAIRY LN	NEW WINDSOR	NY	12553-8052
KEVIN EDWARD DOLAN	51 FORGE HILL RD	NEW WINDSOR	NY	12553-8060
DEBORAH SALMON	89 SCHOOLHOUSE RD	STAATSBURG	NY	12580-6233
LAURA FARA	PO BOX 163	WAPPINGERS FALLS	NY	12590-0163
ILARION KOSHELYUK	33 VAN WAGNER RD	GRAHAMSVILLE	NY	12740-5032
RICHARD HUFNAGEL	11 LAKE ST	LIBERTY	NY	12754-1932

MICHAEL DAMONE	287 MORTON HILL RD	ROSCOE	NY	12776-2816
THEODORE W CATLIN	211 GENESEE ST	AUBURN	NY	13021-3250
HEATHER CROSS	9009 BREWERTON RD	BREWERTON	NY	13029-8509
JANET YOUNG	2 KINGS CT APT 4	CAMILLUS	NY	13031-1742
EDWARD KASCHEL	3885 WYSS RD	CAZENOVIA	NY	13035-9424
MELINDA A MCLAUGHLIN	852 US ROUTE 11 LOT 165	CENTRAL SQUAF	NY	13036-9639
BETH A JAQUITH	411 UTICA ST APT 3	FULTON	NY	13069-1850
JUDY BUNNELL	1632 COUNTY ROUTE 48	LACONA	NY	13083-3113
STACY EIPP	2984 US ROUTE 11	LA FAYETTE	NY	13084-9627
OLIVETTE SPENCER	2777 US ROUTE 11 APT B10	LA FAYETTE	NY	13084-9632
FERNANDO GONCALZES	215 DEXTER AVE	LIVERPOOL	NY	13088-6648
MICHELLE HUDSON	PO BOX 2151	LIVERPOOL	NY	13089-2151
NAAAMY MCCANN AKA AMY M	107 KINGS PARK DR APT H	LIVERPOOL	NY	13090-2707
KATHRINE LAROSE	9 CANDLELIGHT CIR	LIVERPOOL	NY	13090-3825
VIVIAN L PRESLEY	300 LODI ST # 1	SYRACUSE	NY	13203-2428
RICHARD A SAWYER	686 W ONONDAGA ST APT 4	SYRACUSE	NY	13204-3718
ASHLEY HATHAWAY	2509 MIDLAND AVE	SYRACUSE	NY	13205-1958
MICHAEL A SPAULDING	167 KENWOOD AVE	SYRACUSE	NY	13208-1817
ROSALIE CATLIN	409 1ST ST FL 2	SYRACUSE	NY	13209-2117
MAMIE HALL	471 S BEECH ST APT 2	SYRACUSE	NY	13210-2097
SANDRA RIPOSO	122 TERRACEVIEW RD	SYRACUSE	NY	13214-1214
STEVEN R WITTEMAN	4361 KENCREST DR	SYRACUSE	NY	13215-9848
SARAH WOOD	204 MACKAY AVE	SYRACUSE	NY	13219-1114
SHIRLEY MANNING	693 N HILLSBORO RD	CAMDEN	NY	13316-4434
JONATHON ROUNDS	338 ELIZABETH ST FL 1	ONEIDA	NY	13421-2120
LEILANI SWEEZEY	111 RINGDAHL CT	ROME	NY	13440-3708
FREDERICK MACRI JR	307 MATTHEW ST	ROME	NY	13440-5609
BRADLEY PALMERO	207 E SMITH ST	HERKIMER	NY	13350-2017
ROBERT AUSTIN	33 E CLARK ST	ILION	NY	13357-1261
SCOTT E GOODHEART	5323 DAYAN ST APT 6	LOWVILLE	NY	13367-1132
ANTONIA CLARK	517 KOSSUTH AVE # 2S	UTICA	NY	13501-1806
COLLEEN M CARLO	3 KENYON CT	UTICA	NY	13501-5901
PAULA L ZALESKI	729 RAVINE DR	UTICA	NY	13502-1129
GARY ERVING	1216 GRAY AVE APT 4K	UTICA	NY	13502-3969
RYAN D LEUENBERGER	1102 OAK ST	UTICA	NY	13502-5025
MARGARET MONO	63 MADISON ST	CARTHAGE	NY	13619-1163
LINDA MACCUE	621 BUDD ST	CARTHAGE	NY	13619-1281
JOSEPH MOORE	935B EMJAY WAY	CARTHAGE	NY	13619-9742
LAURA M MATHOUS	9 LAUREL AVE	MASSENA	NY	13662-2078
BILL ASH	220 BARNHART RD	MASSENA	NY	13662-2428
LEONARDO SON CORP	81 WOODSTOCK GDNS	BATAVIA	NY	14020-1746
MICHAEL MOORE	32 COLUMBIA AVE	BATAVIA	NY	14020-2421
DENNIS K GROSS	665 ELLICOTT ST	BATAVIA	NY	14020-3717
BOBETTA BEEMAN	152 LAKE SHORE DR E	DUNKIRK	NY	14048-1720
JAMES E FELIX	1051 MILL RD	EAST AURORA	NY	14052-2842
KIMBERLY PASS	8517 N MAIN ST	EDEN	NY	14057-1230
AARON HERRIGAN	973 STONY POINT RD	GRAND ISLAND	NY	14072-2825
DAVID LISOWSKI	8129 BOSTON STATE RD	HAMBURG	NY	14075-7308
ROGER SLAGLE	390 STONY RD	LANCASTER	NY	14086-1519
KRISTEN M KRESS	284 HAWLEY ST	LOCKPORT	NY	14094-2710
JOHN L WANDERLICH	6331 ROBINSON RD # AP2	LOCKPORT	NY	14094-9549
KATHY BRADY	112 PARK AVE APT A7	MEDINA	NY	14103-1430

KYLE BURNGASSER	311 VANDERVOORT ST # 1	NORTH TONAWA NY	14120-7220
TAMMI WAY KORNOW	3556 LOCKPORT RD	OAKFIELD NY	14125-9749
MICHAEL GALVIN	13579 ROUTE 78	SOUTH WALES NY	14139-9717
MICHAEL S ROBINSON	47 LONGS AVE	TONAWANDA NY	14150-2342
DIANA J BOOKHAGEN	402 GIBSON ST	TONAWANDA NY	14150-3751
D LAND CONSTRUCTION CO	403 MAIN ST	BUFFALO NY	14203-2109
DIANNE GRESKO	987 E LOVEJOY ST	BUFFALO NY	14208-1032
JUAN CASADO	298 SKILLEN ST	BUFFALO NY	14207-1351
MARYJO SPARCINO	77 RIVERSIDE AVE	BUFFALO NY	14207-1406
DIANE TAYLOR	151 HOWELL ST	BUFFALO NY	14207-2858
THOMAS WYNN	175 PERSHING AVE	BUFFALO NY	14208-2400
AARON S KOSTER	1305 MAIN ST	BUFFALO NY	14209-1947
CANDACE HILL	89 SUMNER PL	BUFFALO NY	14211-2517
CLAIRE MARTOCHE	326 LAFAYETTE AVE	BUFFALO NY	14213-1458
LANARD LAND	90 FLOWER ST	BUFFALO NY	14214-1132
AMIN TAHIRA EL AKA TAHIRA	225 WESTMINSTER AVE	BUFFALO NY	14215-1732
TYRONE DICKINSON AKA TYR	19 WEBER AVE	BUFFALO NY	14215-3914
DONALD MILOSEVICH	29 SAINT MARYS DR	LACKAWANNA NY	14218-2807
MARLENE HINDERLITER	104 WARSAW ST APT 1	LACKAWANNA NY	14218-3014
ALAN MCCAWLEY STAFFORD	425 EVANS ST APT 4A	BUFFALO NY	14221-5606
MELANIE FAISON AKA MELANI	240 GARDEN PKWY	WILLIAMSVILLE NY	14221-6634
SHARON GRISANTI	749 ENGLEWOOD AVE	BUFFALO NY	14223-2406
ERIC SMITH	1291 INDIAN CHURCH RD	WEST SENECA NY	14224-2043
NATHAN KRUSZ AKA NATHAN	520 RESERVE RD	BUFFALO NY	14224-4108
PHILIP ROTHSCHILD	106 AUDUBON DR	BUFFALO NY	14226-4079
RUSSELL NUNZ	65 STRASBOURG DR	BUFFALO NY	14227-3021
JENNIFER GALLI	138 GRANDVIEW DR	AMHERST NY	14228-1858
WILLIARD THOMAS	360 SAINT PAUL ST	ROCHESTER NY	14605-1745
LINDSAY CONNORS	279 JOSEPH AVE	ROCHESTER NY	14605-1901
KIMBERLY H JACOBS	14 BUCKINGHAM ST	ROCHESTER NY	14607-2212
JULIA KELLEY	620 PARK AVE # 426	ROCHESTER NY	14607-2943
AMANDA L EVANS	145 FITZHUGH ST S APT 3	ROCHESTER NY	14608-2215
APRIL RYDZIK	835 MERCHANTS RD APT 4	ROCHESTER NY	14609-5311
JOSE BETANCURTH	93 BEVERLY ST	ROCHESTER NY	14610-1503
JULIO SANTOS	481 COTTAGE ST	ROCHESTER NY	14611-3725
FANNIE TRAYWICK	1400 PLYMOUTH AVE S	ROCHESTER NY	14611-3935
BRIANNA SCHULTZ	1580 EDGEMERE DR	ROCHESTER NY	14612-1514
WILLIAM BUTLER	209 DENISE RD	ROCHESTER NY	14612-4928
ASHLEY FORD	81 FREY ST	ROCHESTER NY	14612-5225
DANIEL W SNYDER	90 FREEMONT RD	ROCHESTER NY	14612-5414
ALTHEA PARSON	769 ARNETT BLVD	ROCHESTER NY	14619-1459
ELIZABETH WALKER	30 MILLBANK ST	ROCHESTER NY	14619-1959
AYISHA HILL	107 DURNAN ST	ROCHESTER NY	14621-3723
MICHAEL COTTON	340 CARTER ST # 1	ROCHESTER NY	14621-4125
DORETTE TEEGARDEN	74 WIND WAY CIR	ROCHESTER NY	14624-2454
BRENDA SCHILDT	13436 EAGLE HARBOR KNOWL	ALBION NY	14411-9141
DERYCK S JEMMOTT	13 MIDLAKES DR	CANANDAIGUA NY	14424-1044
JOHN E CANNING	136 CLARK ST	CANANDAIGUA NY	14424-1678
AMY S MOON	5577 CENTERPOINTE BLVD AP	CANANDAIGUA NY	14424-7883
HARRIET L PACE	1349 AYRAULT RD	FAIRPORT NY	14450-8942
LINDSAY ZWEIG	113 WOODRIDGE XING	HENRIETTA NY	14467-8923
JASON L FISK	47 PARKLAWN APTS	HONEOYE NY	14471-9640

KATY SHAVER	217 SEMMEL RD	HONEOYE FALLS NY	14472-9773
MERIDITH LOUNSBERRY	14 EASTMAN PL	LEICESTER NY	14481-9632
WILLIAM M CAREY	6584 WOODRUFF RD	LIMA NY	14485-9446
WILLIAM V REDDEN	1868 LIVINGSTON ST # 9	LIMA NY	14485-9701
MICHELE T HASSETT	2107 FIVE MILE LINE RD # 2	PENFIELD NY	14526-1438
ROCCO P PAULINO	1275 WEBSTER RD	WEBSTER NY	14580-9325
KAITLIN M DIOGUARDI	286 GRAND ST	HORNELL NY	14843-2158
PAULINE E MILLS	44 AMAN DR	SPENCER NY	14883-9782
MARY JOHNSON	PO BOX 474	ELMIRA NY	14902-0474
MICHELLE L GREEN	2048 COLLEGE AVE	ELMIRA HEIGHTS NY	14903-1600
GARY ROBERT	125 PRESCOTT AVE	ELMIRA NY	14903-1770
PEGGY ASIEDUWAH	1115 MAIN ST # 4	SPRINGFIELD MA	01103-2116
NELSON GIL	410 PALISADE AVE APT B1	UNION CITY NJ	07087-5226
DAMIAN ROBINSON	119 41ST ST # 2	UNION CITY NJ	07087-6109
ESCARLET FEIFFE	207 15TH ST APT 2L	JERSEY CITY NJ	07310-1298
STEPHANIE L DAVIS	138 DAY CT	MAHWAH NJ	07430-2964
RAOUL A MAMBY	318 PROSPECT AVE APT 2K	HACKENSACK NJ	07601-2590
AUGUST D STERLING	350 5TH AVE FL 19	NEW YORK NY	10118-1900
MATTHIAS F VON WREDE	27 E 94TH ST APT 5B	NEW YORK NY	10128-1905
MARY P PURCELL	170 E 94TH ST APT 4G	NEW YORK NY	10128-2572
ANDREJ PRALICA	345 E 94TH ST APT 7D	NEW YORK NY	10128-5689
SIDNEY GAINES	PO BOX 1976	NEW YORK NY	10185-1976
ARNAUD F JOLIVET	PO BOX 3105	NEW YORK NY	10185-3105
JUSTINA GARAY	400 CHAMBERS ST	NEW YORK NY	10282-1003
CARLOS REIS	144 CHURCH ST APT 2	WHITE PLAINS NY	10601-1201
JAMES V HILGER	222 N BROADWAY APT 3A	YONKERS NY	10701-2616
PATRICK ABBOT	95 RIVERDALE AVE	YONKERS NY	10701-4605
CESAR VELASQUEZ	120 PARK HILL AVE APT 2S	YONKERS NY	10701-4842
NISHECA BEAUGE	PO BOX 1444	YONKERS NY	10702-1444
BRENDA M PAGAN	701 NEPPERHAN AVE	YONKERS NY	10703-2313
NANNETTE MARTIN	80 COWLES AVE	YONKERS NY	10704-2032
JOY S WALKER	6 CLARK ST # 1	YONKERS NY	10704-2810
ELLEN E BROWN	200 VALENTINE LN # 61	YONKERS NY	10705-3662
ALFRED BURTS	48 PARK PL APT DD	NEW ROCHELLE NY	10801-4242
RAYMOND DIXON	27 DIVISION ST # 35E	NEW ROCHELLE NY	10801-7710
MELISSA WILLIAMS	40 MEMORIAL HWY	NEW ROCHELLE NY	10801-8312
RICARDO M RIZZO	319 FIFTH AVE STE 1	PELHAM NY	10803-1268
MARCELO DAZA	17 FIFTH AVE APT 5B	PELHAM NY	10803-1561
JUAN PEREZ	247 DRAKE AVE APT E22	NEW ROCHELLE NY	10805-1670
LUIS MORALES	225 BEACH 31ST ST APT 2	FAR ROCKAWAY NY	11691-2001
EVELYN M ROSS	2516 SEAGIRT AVE APT 2	FAR ROCKAWAY NY	11691-2222
BARBARA E MCLEOD	2211 NEW HAVEN AVE	FAR ROCKAWAY NY	11691-2533
MANUEL DIAZ	1011 NEILSON ST	FAR ROCKAWAY NY	11691-5052
NICOLE SCOTT	434 BEACH 58TH ST	ARVERNE NY	11692-1536
EVELYN VEGA	334 BEACH 56TH ST	FAR ROCKAWAY NY	11692-1755
STARASIA G CHANDLER	146 BEACH 59TH ST	FAR ROCKAWAY NY	11692-1845
KEVIN LESTER	1802 CROSS BAY BLVD	BROAD CHANNEL NY	11693-1224
EUGENIA MURPHY	170 ROXBURY AVE # 2456	FAR ROCKAWAY NY	11697-1403
JOHN GRAZIANO	406 WILLOW POND DR	RIVERHEAD NY	11901-7201
CARLOS GALVEZ	200 RAILROAD AVE	CENTER MORICH NY	11934-1906
HERIBERTO TABORDA	48 MILLER LN W	EAST HAMPTON NY	11937-2262
JOSEPH ORTADO	37 19TH ST	EAST HAMPTON NY	11937-4127

AUDRA MITCHELL	40 PENNY LN APT 114	HAMPTON BAYS NY	11946-3216
DONNA DANIELS	7 MIDLAND AVE	MASTIC NY	11950-2303
ADELAIDE LOMBARSKI	92 HAMPTON AVE	MASTIC NY	11950-3823
KRYSTYNA HAKIM-ELAHI	PO BOX 585	SAG HARBOR NY	11963-0012
DIANNA SCHNEIDER	840 TOWN HARBOR LN	SOUTHOLD NY	11971-1132
DIEDRE WINSLOW	52R CHERRY ST	GLENS FALLS NY	12801-3226
KAREN BAILEY	288 BAY RD APT 2	QUEENSBURY NY	12804-2065
RANDALL S MERCIER	149 BROADWAY	FORT EDWARD NY	12828-1708
HOWELL T CONSTANTINE	59 E MAIN ST	GRANVILLE NY	12832-1330
DONALD SWANSON	70 WARNER RD	GRANVILLE NY	12832-4317
NICHOLAS G ROBLEE	19 1/2 BEECH ST	HUDSON FALLS NY	12839-2289
JESSICA L LOVELAND	PO BOX 27	SALEM NY	12865-0027
KIM F CHIN	111 OAK ST	PLATTSBURGH NY	12901-1638
QANH SA LY	474 MARGARET ST APT 72	PLATTSBURGH NY	12901-1732
DANA DUPEE	25 JAY ST	PLATTSBURGH NY	12901-3094
NANCY A ROTH	300 CUMBERLAND HEAD RD	PLATTSBURGH NY	12901-6712
ANDREA M HART	10 MONTGOMERY ST	ROUSES POINT NY	12979-1033
MELODY R WARE	22 MONTGOMERY ST	POUGHKEEPSIE NY	12801-4023
SABRINA L HUNSINGER	PO BOX 43	CHENANGO BRIC NY	13745-0043
JOHN M FACIK	275 N HARRISON ST	JOHNSON CITY NY	13790-1466
GARRY R PALMER	22 CLINTON ST APT 2	NORWICH NY	13815-1953
GLENN ELLIS	69 SPENCER AVE	OWEGO NY	13827-1445
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CODYANNE L WEISE	192 PARK ST	SHERMAN NY	14781-9824
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EXHIBIT “C”

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

DAVID ANNUNZIATO,

Plaintiff,

v.

COLLECTO, INC. d/b/a EOS CCA,

Defendant.

No. 12-cv-03609-ADS-AKT

CLASS ACTION

**Reply Memorandum of Law in Further Support of
Motion for Class Certification and Appointment of Class Counsel**

Respectfully Submitted,

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Table of Contents

I.	Introduction.....	1
II.	Revised class definition.....	1
III.	Plaintiff has satisfied Rule 23’s numerosity requirement.....	3
IV.	Plaintiff has satisfied Rule 23’s commonality and typicality requirements.....	3
V.	Plaintiff has satisfied Rule 23’s adequacy requirements.....	7
VI.	Plaintiff has satisfied the requirements under Rule 23(b)(3).....	9
VII.	Conclusion.....	10

I. Introduction

Defendant, Collecto, Inc. d/b/a EOS CCA (“Collecto”), objects to the certification of a class on several grounds under Federal Rule of Civil Procedure 23(a) including numerosity, commonality, typicality, and adequacy, and superiority and predominance under Rule 23(b)(3). But Collecto’s objections are rendered moot after Plaintiff seeks leave to amend his Complaint to revise the class definition, as explained below, and any of Collecto’s objections not mooted by the revised definition are meritless.

II. Revised class definition

Plaintiff David Annunziato will soon seek leave to amend his Complaint to refine the class definition and will request an Order amending the class definition. Amendments to refine the class definition and orders amending the class definition are expressly authorized under Federal Rules of Civil Procedure 23(c)(1)(c) and 23(d). *See, e.g., Voss v. Rolland*, 592 F.3d 242, 251 (1st Cir. 2010) (court has authority to modify certification order as events develop); *Culpepper v. Irwin Mortg. Corp.*, 491 F.3d 1260 (11th Cir. 2007) (district court thereby retains flexibility “in light of subsequent developments in the case”).

Plaintiff seeks to refine the class definition to clear up some perceived ambiguities in the original definition and to make clear that the primary class definition encompasses the 1,288 consumers who were sent letters substantially similar or materially identical in text and identical in creditor to the letter attached as Exhibit A to Plaintiff’s Complaint. This amendment should not be controversial because all members of the revised class are also members of the class as defined in the original Complaint. Because this revision to the class definition will not require the addition or alteration of any factual allegation in the Complaint, Collecto cannot claim prejudice or unfair surprise.

Plaintiff seeks to revise the class definition as follows, and move for certification of one

class that, according to Collecto's records, consists of:

All individuals who have mailing addresses within New York State; and (b) within one year before the filing of this action; (c) were sent a collection letter in a form materially identical or substantially similar to Exhibit A attached to Plaintiff's Complaint; (d) which was not returned by the postal service as undeliverable.

With this revised class definition in mind, all of Defendant's objections to the class definition are moot. As explained in Plaintiff's Motion for Class Certification, Collecto violated the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692, *et seq.*, by sending these letters because the letters imposed an outrageous collection fee of over 42% and falsely threatened "further steps" if the debt and fee were not paid even though the debts were time-barred. Plaintiff has alleged that by sending these letters, Collecto violated numerous provisions of the FDCPA, including §§ 1692e, -e(2), -e(2)(A) and -(B), -e(5), -e(10), -f, -f(1), -g(a)(1). These violations are all clear on the face of the form letter sent to the 1,288 consumers in New York State. Therefore, Collecto's litany of individualized issues, *see* pages 9-10 of ECF #17, are irrelevant. On the contrary, the relevant issues are easily determined from the face of the form letter. Any additional information necessary can be easily obtained from records of both Collecto and the original creditor, the New York Institute of Technology ("NYIT"): the names of the 1,288 who were sent the letter imposing the 42% collection fee and threatening "further steps"; and which of these 1,288 debts were past the statute of limitations. The information regarding the statute of limitations can be easily ascertained from the Defendant's and NYIT's records, which would include information concerning when the contract giving rise to the debt was entered into and when the last payment (if any) was made. Moreover, Collecto's objections to the "second part of the proposed class definition," *see* pages 10-11 of ECF #17, are also rendered moot because of the revised class definition. Finally, what is relevant at the motion for class

certification is this primary class – the only class Plaintiff is presently seeking to certify.

III. Plaintiff has satisfied Rule 23’s numerosity requirement

Collecto has admitted that to sending 1,288 letters to New York consumers that are identical in text and creditor to the letter sent to Plaintiff. As such, there is no question that Plaintiff meets the numerosity requirement. *See* Defendant’s Interrogatory responses attached as Exhibit A to the accompanying Reply Declaration of Brian L. Bromberg (the “Bromberg Decl.”) Because courts in this circuit generally “find a class sufficiently numerous when it comprises forty or more members,” *In re Indep. Energy Holdings*, 210 F.R.D. 476, 479 (S.D.N.Y. 2002) (citing *Robidoux v. Celani*, 987 F.2d 931, 935 (2d Cir. 1993)), Plaintiff has easily satisfied the numerosity requirement. *See Mailloux v. Arrow*, 204 F.R.D. 38, 41 (E.D.N.Y. 2001).

IV. Plaintiff has satisfied Rule 23’s commonality and typicality requirements

Collecto’s objections to commonality and typicality are based on Plaintiff’s original class definition and the litany of irrelevant issues raised earlier by Collecto in its brief. Collecto argues that there are numerous individualized determinations and individualized defenses inconsistent with the class action device, but this argument fails. Based on the revised class definition, the relevant issues are easily determined from the records of Collecto and NYIT. Defendant has admitted that they sent 1,288 form letters that impose the 42% collection fee. Plaintiff alleges that that the creditor NYIT assigned overdue tuition bills to the Defendant to collect. Defendant mailed the 1,288 form collection letters which added the 42% collection fee to each debt. The issue is the same (i.e. common) for each of these class members. *See Butto v. Collecto Inc.*, No.10-cv-2906, Report & Recommendation of M.J. Tomlinson, Feb. 15, 2013, 15-18, *adopted* by Judge Spatt, at 2013 U.S. Dist. LEXIS 45502 (E.D.N.Y. Mar. 29, 2013).

Additionally, the Plaintiff has alleged that each of the 1,288 form letters falsely threaten to take “further steps” to collect the debt and fee if the consumer does not voluntarily pay. Plaintiff alleges that no “further steps” were in fact intended. This false threat is particularly egregious considering Plaintiff alleges that the individual debts are so old that they are past the applicable statute of limitations for the Defendant to sue, and past the time period that such a debt could be reported on a credit report. Even if some of the debts are not time-barred, it does not defeat Plaintiff’s ability to certify the class. Determining whether any of the 1,288 consumers were within the applicable statute of limitations can easily be gleaned from records concerning when the contract giving rise to the debt was entered into and when the last payment (if any) was made. The records providing information relevant to this simple issue should easily be found in NYIT’s computers. *See Butto v. Collecto Inc.*, 2013 U.S. Dist. LEXIS 45502, 21-24 (E.D.N.Y. Mar. 29, 2013). Additionally, even if the debt of any of these 1,288 consumers was shown to be within the applicable statute of limitations, the consumer would still be a member of the class because they were still charged the improper 42% collection fee. In any event the Defendant’s proposed defenses do not defeat commonality or typicality.

Collecto misunderstands commonality and typicality. Commonality concerns whether there is either a common question of law or fact. *Robinson v. Metro-North Commuter R.R.*, 267 F.3d 147, 155 (2d Cir. 2001). Here, the common questions of law involve the standardized conduct of Collecto in sending collection letters to consumers that added a 42% collection fee and falsely threatened to take further steps when no such steps were intended or possible. *See Exhibit A* to the Complaint.

And typicality – likewise – is satisfied when “each class member’s claim arises from the same course of events, and each class member makes similar legal arguments to prove the

defendants' liability." *Reade-Alvarez v. Eltman, Eltman & Cooper, P.C.*, 237 F.R.D. 26, 32 (E.D.N.Y. 2006). Here, it cannot be disputed that the class claims arise from Collecto's sending of the form letters imposing a 42% collection fee and making threats it cannot legally make. Each class member will make the exact same legal argument to prove Collecto's liability, viz. that Defendant did not have the right to impose a 42% collection fee and the Defendant's threat to take "further steps" was false and deceptive. *See Butto v. Collecto Inc.*, 2013 U.S. Dist. LEXIS 45502, 18-25 (E.D.N.Y. Mar. 29, 2013)

Collecto next argues that it will have individualized defenses based on the class members use of or failure to use the FDCPA § 1692g debt dispute and validation procedure. Collecto cites in support of this assertion the case of *Bleich v. Revenue Maximization Group, Inc.*, 233 F. Supp. 2d 496 (E.D.N.Y. 2002). But unlike in *Bleich*, Annunziato did not allege that the underlying debt is not owed. *See id.* at 498 ("[Plaintiff] relies on one allegedly false statement in that letter to support of all her claims ... that the Collection Letter stated, falsely, that the \$25 debt was in arrears when, in fact, it was not.") Rather, Annunziato alleged that Collecto imposed an outrageous collection fee (*in addition to* seeking to collect the alleged debt) that had not been incurred and that bore no relation to any costs incurred or works done by NYIT or Collecto. Plaintiff did not allege that the form letter falsely stated that the alleged debt was in arrears when, in fact, it was not.

Additionally, it is preposterous for Collecto to argue that if a consumer does not dispute an illegal collection fee within 30 days, it gets away with imposing whatever fee they choose. The FDCPA dispute procedure found in 15 U.S.C. § 1692g does not somehow grant Collecto immunity for violating other provisions of the FDCPA. Collecto must comply with all provisions of the FDPA, including the numerous provisions that prohibit debt collectors from imposing

illegal collection fees. In any event, as this Court recently ruled, Collecto's proposed defense does not defeat class certification. *Butto v. Collecto Inc.*, 2013 U.S. Dist. LEXIS 45502, 27-29 (E.D.N.Y. Mar. 29, 2013)

Finally, Collecto argues that because Plaintiff has pleaded actual damages, the Court's determination of actual damages in and across the class will be a highly individualized determination. That is not true. Each of the 1,288 consumers in the class was charged a collection fee of approximately 42%. The specific amount charged each student varies depending upon amount of the principal, and how much each student paid after receiving the improper letter. This information is easily obtained by looking at Collecto's records. It is as simple as looking at how much they owed, how much the Defendant sought, and how much the consumer paid. *Butto*, 21-24. In practice this sort of actual damages assessment is easily obtained through discovery. For example, counsel in this action prosecuted a similar class action in the matter of *Anokhin v. Continental Service Group, Inc.*, No. 10-cv-02890-ILG-RLM (E.D.N.Y 2010). In *Anokhin*, the collection agency had similarly imposed a 49% collection fee to each student in a portfolio of tuition debts. The amount each student was charged was determined through looking at the defendant's records and the Defendant was forced to return the improper fee paid to each student on a class basis. See Judge Glasser's Final Class Action Approval Order attached hereto as Exhibit B to the Bromberg Reply Declaration. Additionally, the named plaintiff's claim is not atypical simply because it is for statutory damages while some class members may be entitled to actual damages. *Keele v. Wexler*, 149 F.3d 589, 593-94 (7th Cir. 1998); *Mund v. EMCC, Inc.*, 259 F.R.D. 180 (D. Minn. 2009). The class consists of each of the 1,288 class members who received the illegal letter and each of them is entitled to statutory damages under the FDCPA. The amount of actual damages may vary depending on how much each of the students paid, but

that does not make the named Plaintiff atypical. There is one class of which Plaintiff is clearly a member.

From a broader perspective, Defendant's actions are precisely what the FDCPA class action mechanism sought to remedy. The Defendant debt collector obtained the right to collect a portfolio of old tuition debt from a single school. Defendant used the same collection letter to each of the 1,288 former students, adding a 42% collection fee and threatening "further steps" if the debt and fee were not paid. The legal issues boil down to two questions, both of which are appropriate for class resolution: (1) was Collecto entitled to add a 42% collection fee to each of the debts in the portfolio; and (2) was Collecto permitted to threaten "further steps" if the debt and fee were not paid. Any additional facts necessary for this inquiry can easily be obtained from the Defendant's records.

V. Plaintiff has satisfied Rule 23's adequacy requirements

Collecto objects to the adequacy of class counsel on the sole basis that Plaintiff's Memorandum of Law in Support of Motion for Class Certification was allegedly a boilerplate brief that made conclusory allegations. Collecto buttresses this argument with a citation to *Kingsepp v. Wesleyan Univ.*, No. 89 Civ. 6121(DNE), 1992 WL 230136 (S.D.N.Y. Sept. 3, 1992). But in *Kingsepp*, the court found crucial to adequacy the fact that class counsel had filed a "memorandum in support of class certification [that] provided little more than a recitation of the requirements of Rule 23 and conclusory statements that the requirements are met in this case," and had filed a reply memorandum of law in support of class certification that "avoid[ed] any analysis or discussion of a number of weighty arguments raised by defendants in opposition to class certification." *Id.* at *3 (citations omitted). Here, Plaintiff's Memorandum in Support of Class Certification is not a boilerplate brief that only makes conclusory allegations; it is a well-

researched brief that analyzes the issues and concludes that it is ripe for class certification. Moreover, if it is similar to any other prior brief, it is because the issues are extremely similar. Finally, in this reply brief, Plaintiff's attorneys analyze and dissect every single objection raised by Collecto, regardless of how frivolous they are.

Collecto has undoubtedly found it difficult to challenge the adequacy of class counsel on any other basis because Plaintiff's attorneys are among the leading FDCPA class-action lawyers in New York State. *See* Declarations of Brian L. Bromberg and Joseph Mauro in Support of Motion for Class Certification (ECF #17-2 and 17-3). Moreover, the Bromberg Law Office, P.C. recently took Collecto up on a successful appeal to the Second Circuit in an FDCPA class action based on a form collection letter. *See Easterling v. Collecto*, 692 F.3d 229 (2d Cir. 2012); "Letter Found to Mislead About Student Loans," *N.Y.L.J.*, August 31, 2012; "Debt Collectors Misled Borrowers, Court Says," *N.Y. Times*, August 31, 2012. Thus, for Collecto to argue that Plaintiff's attorneys are inadequate, after having lost to Plaintiff's attorneys on a hard-fought appeal, is clearly hollow. And as indicated above, the attorneys in this action previously litigated a very similar case in this Court in the *Anokhin* matter, and were successful in having the illegal collection fees returned to the students from whom they were taken. As such, Plaintiffs' counsel is aware of the potential issues and defenses that might be raised, and are particularly well suited to represent the class here.

Collecto also objects to the adequacy of Annunziato as the class representative. But as demonstrated in the accompanying declaration, Annunziato is familiar with the action, has no known interest that would be adverse to those of the class members, agreed to be a class representative in this lawsuit after speaking with class counsel, and has been actively involved in this litigation from the time it commenced. *See* accompanying Declaration of David Annunziato,

dated April 1, 2013. Furthermore, Collecto radically overstates the legal requirement for a class representative's adequacy with no citations to case law. As this Court's recent decision in *Butto v. Collecto Inc.*, 2013 U.S. Dist. LEXIS 45502, 27-29 (E.D.N.Y. Mar. 29, 2013) demonstrates, the adequacy requirement is not stringent. Annunziato has met this burden.

VI. Plaintiff has satisfied the requirements under Rule 23(b)(3)

Finally, Collecto attacks the superiority and predominance of the class action device as applied to this case. Defendant's arguments are meritless. While the Plaintiff disputes that the Collecto's net worth is negative (as it is not), that issue is not in front of the Court at this point. Collecto's own self-serving, and erroneous, interrogatory response claiming a negative net worth does not defeat "superiority." And even if it were true, it has nothing to do with whether a class action is the superior method to prosecute the 1,288 claims of the class members. Class actions may properly be certified against defendants with low or negative net worth. *See Wise v. Cavalry Portfolio Servs., LLC.*, 2010 U.S. Dist. LEXIS 96038, at *19-22 (D. Conn. Sept. 15, 2010); *Kalish v. Karp & Kalamotousakis, LLP*, 246 F.R.D. 461 (S.D.N.Y. 2007); *Lemire v. Wolpoff & Abramson, LLP*, 256 F.R.D. 321, 331 (D. Conn. 2009). In any event, it should be emphasized that the Defendant does *not* have a low or negative net worth. Defendant has a high net worth, and the Plaintiff is prepared to file the Defendant's own financial statements with the Court when the issue is relevant, or when the Court so desires.

Moreover, Collecto's "concern" that class members will not get what they truly deserve to recover if a class is certified is specious and disingenuous. Collecto is not concerned with getting the consumers what they deserve. Collecto recognizes that if a class is not certified most consumers will never realize that they had their rights violated, and it will get away with its illegal conduct. *See Wise*, 2010 U.S. Dist. LEXIS 96038 at *21-22.

In sum, form letters universally imposing an illegal 42% collection fee are tailor made for the FDCPA class-action mechanism. As this Court ruled just three days ago, if any putative class members in cases of this nature want to proceed on an individual basis they can simply choose to opt out of the class. *Butto v. Collecto Inc.*, No. 10-cv-2906, 2013 U.S. Dist. LEXIS 45502, at *34-35 (E.D.N.Y. Mar. 29, 2013).

VII. Conclusion

For these reasons, Plaintiff requests that the Court certify this case as a class action, appoint his attorneys as class counsel, and define a class as follows:

All individuals who have mailing addresses within New York State; and (b) within one year before the filing of this action; (c) were sent a collection letter in a form materially identical or substantially similar to Exhibit A attached to Plaintiff's Complaint; (d) which was not returned by the postal service as undeliverable.

Shortly, Plaintiff will file a motion seeking leave to amend the Complaint to revise the class definition.

Dated: New York, New York
April 1, 2013

PLAINTIFF DAVID ANNUNZIATO, Individually
And On Behalf Of The Class,

By: /s/ Michael N. Litrownik
/s/ Joseph M. Mauro
/s/ Brian L. Bromberg

Plaintiff's Attorneys